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Attorneys for Defendant/Counterclaimant HYPHY MUSIC, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	YELLOWCAKE, INC., California corporation, Plaintiff, v. HYPHY MUSIC, INC., Defendant.	Case No.: 1:20-cv-00988-JLT-BAM [Assigned to the Hon. Jennifer L. Thurston] DECLARATION OF JOSE MARTINEZ IN SUPPORT OF HYPHY MUSIC INC.'S OPPOSITION TO JESUS CHAVEZ, SR.'S MOTION FOR SUMMARY JUDGMENT
20 21 22 23 24 25 26 27 28	HYPHY MUSIC, INC., Counterclaimant, v. YELLOWCAKE, INC.; COLONIZE MEDIA, INC; JOSE DAVID HERNANDEZ; and JESUS CHAVEZ SR, Counter-Defendants.	Date: September 29, 2023 Time: 9:00 a.m. Dept.: Courtroom 4 (7 th Floor) 2500 Tulare Street Fresno, CA 93721 Judge: Hon. Jennifer L. Thurston
20 21 22 23 24 25 26 27 28		

1 **DECLARATION OF JOSE MARTINEZ**

2 I, Jose Martinez, declare and state as follows:

3 1. I am an individual currently residing in Fresno, California, and am over
4 18 years of age. I am the owner and Chief Executive Officer of Defendant and
5 Counterclaimant Hyphy Music, Inc. (“**Hyphy**”). I know all of the following facts of
6 my own personal knowledge and, if called upon and sworn as a witness, could and
7 would competently testify thereto.

8 2. Hyphy is a record label in the business of collaborating with recording
9 artists to produce, distribute, and otherwise exploit sound and audiovisual
10 recordings, coupled with artwork.

11 3. In or about February 2013, I – through Hyphy – began working
12 together – through member and lead singer Jesus Chavez, Sr. (“**Chavez**”) – with the
13 musical group Los Originales De San Juan (“the **Group**”), to co-create various
14 sound recordings to be embodied on multiple albums, which we orally agreed were
15 to be owned by Hyphy in exchange for payment of a fixed amount and other
16 valuable consideration (the “**Agreement**”). The Group, which was comprised of
17 Chavez, as the lead singer, Domingo Torres Flores (“**Flores**”), as the accordion
18 player, and Alfonso Vargas (“**Vargas**”), as the drummer, performs a style of
19 accordion music originating from Northern Mexico, and is popular with listeners
20 primarily because of the accordion music contained within the songs the Group
21 performs and records. It should also be noted that Counter-Defendant Jose David
22 Hernandez (“**Hernandez**”), a party to this action who also co-owns and controls
23 Plaintiff/Cross-Defendant Yellowcake, Inc. (“**Yellowcake**”) and Counter-Defendant
24 Colonize Media, Inc. (“**Colonize**”), is someone who also used to work with Hyphy.
25 As such, Hernandez obtained valuable information about Hyphy throughout the
26 course of his work therewith – including the knowledge that Hyphy’s Agreement
27 with the Group was oral.

28 ///

1 4. The albums created pursuant to the Agreement are entitled (1) “Amigos
2 y Contrarios”; (2) “Corridos de Poca M”; (3) “El Campesino”; (4) “Desde La
3 Cantina de Mi Barrio (En Vivo)”; and (5) “Nuestra Historia (En Vivo)”
4 (collectively, the “**Los Originales Albums**” or “**Albums**”). One of the other two
5 albums identified in Yellowcake’s Complaint, entitled “Chuy Chavez y Sus
6 Amigos,” has no connection to this dispute and wasn’t even recorded by Chavez.

7 5. Though the Agreement was not initially memorialized in writing,
8 Flores and Vargas executed Copyright Assignment Agreements on or about March
9 22, 2022 (collectively, the “**Assignments**”), which reflected their respective
10 understandings of the Agreement’s existence, and their respective original intent to
11 convey all rights in and to their recording services rendered pursuant to the
12 Agreement to Hyphy. Attached hereto as **Exhibit “A”** and incorporated herein by
13 this reference are true and correct copies of the Assignments.

14 6. Unlike the types of large, corporate record labels that most people think
15 of when they think of a “record label,” Hyphy closely collaborated with the Group
16 to create the Albums. For the first three (of five) Albums, which were recorded in
17 studio, Hyphy’s close collaboration with the Group included, without limitation: (a)
18 helping determine the “theme” and overall creative direction of each such Album;
19 (b) selecting the songs to be included in each such Album; (c) selecting the
20 recording studio, and paying for all costs associated with the recording of each such
21 Album; (d) hiring the sound engineer; (e) paying the Group a substantial amount to
22 record the Albums; and (f) overseeing and generally supervising the recording and
23 production of each Album. For the final two (of five) Albums, which are each
24 comprised of recordings from a previous live performance by the Group, Hyphy’s
25 close collaboration with the Group included, without limitation: (a) selecting and
26 paying for the venue where the live performance occurred; (b) selecting the songs to
27 be performed at the live performance; (c) directly employing, supervising and
28 directing the services of the sound engineer and videographer who each recorded the

1 audio and video of the live performance, respectively; (d) writing the script for the
2 history of the Group as part of the Group's live performance, and hiring an
3 "MC"/commentator to narrate the script; and (e) re-recording whole portions of the
4 guitarist's contributions to the live performance afterwards, using a new guitarist
5 selected, hired and paid for by Hyphy.

6 7. In addition to Hyphy's original contributions to the production,
7 recording and overall creation of the Los Originales Albums, Hyphy also designed
8 and created artwork featured on the cover of each Album (the "**Album Artwork**").

9 8. Hyphy released the Albums, with the Album Artwork, for distribution
10 through all available digital service providers (the "**DSPs**") upon each Album's
11 creation, between 2013 and 2017. When each of such Albums were released, they
12 were each assigned unique International Standard Recording Codes ("**ISRCs**") and
13 Universal Product Codes ("**UPCs**"). Attached hereto as **Exhibit "B"** and
14 incorporated herein by this reference are true and correct copies of screenshots
15 evidencing the UPCs associated with each of the Albums as distributed by Hyphy.

16 9. In or about May of 2020, Hyphy obtained copyright registrations for all
17 of the Album Artwork. True and correct copies of the copyright registrations for all
18 of such Album Artwork are attached hereto as **Exhibit "C"** and incorporated herein
19 by this reference.

20 10. Hyphy was never, at any point during all times alleged, made aware by
21 Yellowcake or anyone else that Yellowcake had apparently entered into an "Asset
22 Purchase and Assignment Agreement" with Chavez on or about March 21, 2019
23 (the "**Asset Purchase Agreement**"), which purportedly granted Yellowcake rights in
24 the Albums. I and everyone else at Hyphy had a healthy, working relationship with
25 the Group, and Hyphy was making significant efforts to revive the Group's
26 popularity, including by investing in radio and social media advertising campaigns
27 promoting the Group, and by providing the Group with all of the financial support
28 the Group needed to produce albums. As such, no one in the Group ever told anyone

1 for Hyphy that they were unhappy with their arrangement with Hyphy, wanted to
2 terminate such arrangement, or believed that anyone other than Hyphy actually
3 possessed the rights in the Albums Hyphy possesses. In fact, at the time of apparent
4 execution of the Asset Purchase Agreement, the Group had just posed for pictures to
5 be incorporated into the Album Artwork of a new album to be released.

6 11. If Chavez did indeed have the ability to assign rights in the Albums to
7 any other record label, Hyphy would have expected such record label to reach out to
8 Hyphy to coordinate the transfer of the sound recording files, and the unique ISRCs
9 and UPCs assigned to each Album upon initial release by Hyphy. Instead, Hyphy
10 simply discovered in or about April of 2019 that Yellowcake was distributing
11 versions of the Albums with Hyphy's Album Artwork.

12 12. Accordingly, Hyphy brought Counterclaims against Yellowcake,
13 Colonize and Hernandez, including a Second Counterclaim for Copyright
14 Infringement of the Album Artwork and a Sixth Counterclaim for Unfair
15 Competition.

16 I declare under penalty of perjury under the laws of the State of California
17 that the foregoing is true and correct, and that this Declaration was executed on
18 August 15, 2023, at Fresno, California.

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20 
21 JOSE MARTINEZ
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing electronically filed document has been served via a "Notice of Electronic Filing" automatically generated by the CM/ECF System and sent by e-mail to all attorneys in the case who are registered as CM/ECF users and have consented to electronic service pursuant to L.R. 5-3.3.

Dated: August 15, 2023

By: /s/ John Begakis
John M. Begakis

EXHIBIT “A”

COPYRIGHT ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and a payment of \$ 1.00 effective as of March 22, 2022 (the "Effective Date"), the undersigned Alfonso Vargas, an individual ("Assignor"), hereby irrevocably sells, assigns and transfers to and sets over to Hyphy Music, Inc., a California corporation ("Assignee"), in perpetuity, all of the following:

(a) One hundred percent (100%) of all of Assignor's undivided right, title and interest in and to all audio-only and audiovisual master recordings, sound recordings and phonorecords embodying the musical performances of the musical group Los Originales De San Juan (individually and collectively, "Artist") (whether alone or together with other recording artists) and set forth on Schedule A annexed hereto and by this reference made a part hereof, or any direct or indirect interests therein or other rights arising therefrom, including without limitation all rights under United States federal or state copyright or foreign copyright and all renewals, extensions, continuations, restorations, revivals and reversions thereof (whether vested, contingent or inchoate, whether registered or unregistered and whether such renewals, extensions, continuations, restorations, revivals and reversions are now in existence or come into existence for any reason, including without limitation as a result of future legislation or the interpretation thereof) in all countries of the world or otherwise throughout the universe, as well as all United States or foreign applications for copyright registration and all causes of action and defenses, including without limitation those for infringement, arising from the date of creation of the work subject to such copyright, whether now known or unknown to Assignor or Assignee in all events, respecting which Assignor owns or controls any right, title or interest anywhere in the world, whether resulting from sole or partial ownership of the copyrights therein, a contract granting a right to participate in the proceeds of exploitation thereof, or otherwise (the "Masters");

(b) with respect to any one or more of the Masters, the right to distribute, license, exploit, or otherwise exercise, or to permit or authorize any other entity to distribute, license, exploit, or otherwise exercise, an undivided one hundred percent (100%) interest in and to Assignor's interest in the Masters (including the right to reproduce, publish, rent, lease, lend, publicly perform or publicly display the Masters, the right to create derivative works based thereon, and all other rights reserved to the legal or beneficial owner of the copyrights in the Masters under the United States Copyright Act, 17 U.S.C. § 101, et. seq., or the copyright laws of any other country in the world), in whole or in part, on behalf of the copyright owner thereof, and to collect an undivided one hundred percent (100%) of any and all earnings, income, revenues, remuneration, royalties, advances, fees, monies, advances, settlement amounts and any other sums or amounts of any kind or description derived in connection therewith in any territory of the world or universe;

(c) the sole and exclusive right to collect an undivided one hundred percent (100%) of any and all royalties, fees, credits, earnings, income, revenues, remuneration, monies, advances, settlement amounts and any other sums or amounts of any kind or description payable by any entity from and after anywhere in the universe to Assignor with respect to Assignor's interest in the Masters, whether pursuant to the Master Agreements (as defined below) or otherwise in connection with the use or exploitation of the Masters (the "Master Royalties");

(d) all of Assignor's rights under any and all contracts entered into by Assignor relating to the acquisition, ownership, use or exploitation of the Masters (the "Master Agreements"), including without limitation the sole and exclusive right to exercise any and all of Assignor's approval rights and audit rights thereunder throughout the universe in perpetuity;

(e) the sole and exclusive right to collect an undivided one hundred percent (100%) of any and all royalties, fees, credits, earnings, income, revenues, remuneration, monies, advances, settlement amounts and any other sums or amounts of any kind or description payable or becoming payable to Assignor by any neighboring rights or sound recording performing rights collection organization or society throughout the world or any other entity that licenses and collects income in respect of the public performance or broadcast of sound recordings in connection with the public performance of the Masters ("Neighboring Rights Organization"), including without limitation public performance by transmission, broadcast, digital broadcast, webcast, simulcast, satellite and cable transmission and retransmission and rental and lending communication, whether accorded pursuant to the laws and regulations currently in effect or hereinafter enacted in any country of the world or under any applicable agreement, including without limitation, the so-called "label share" and "artist share" of neighboring rights income from and after the Effective Date anywhere in the universe; and

(f) all of Assignor's rights under any and all contracts entered into by Assignor, on the one hand, and any Neighboring Rights Organization, on the other hand, including without limitation the sole and exclusive right to exercise any and all of Assignor's approval rights and audit rights thereunder throughout the universe in perpetuity.

If any provision of this instrument of transfer shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly, the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment the date first stated above.

ASSIGNOR:

By: Alisan Vogl
An individual

ASSIGNEE:

By: C. Jason Weston
An authorized signatory of Hyphy Music, Inc.

Schedule A

El Campesino

- 1) El Campesino
- 2) Solo Dios
- 3) El Arbol
- 4) El Paniqueado
- 5) Dinero Manchado
- 6) Corrido del Cach
- 7) El Corrido de Camilo
- 8) El Martelito
- 9) Chicano Jaliciense
- 10) Miguel Fuentes
- 11) En Una Cajita de Oro
- 12) Mis Hijos Son Mi Tesoro
- 13) Marili
- 14) Suplica De Un Padre

Corridos De Poca M

- 1) El Carliche
- 2) Sin Fortuna
- 3) El Fantasma
- 4) Javier Fernandez
- 5) El Original
- 6) Manuel Gonzalez
- 7) Amanda Varela
- 8) Cuando No Se Nace Rico
- 9) Mi Viejo
- 10) Tan Solo Penas

Amigos y Contrarios

- 1) Amigos y Contrarios
- 2) El Tucan
- 3) El Buchon
- 4) El Puma de Tlazazalca
- 5) Custodio Alvarez
- 6) 2 Perros Malnacidos
- 7) Rolando Junior
- 8) Javier Guerrero
- 9) Hugo S. Salazar
- 10) Hoy Que Mis Hijos Se Fueron
- 11) Jesus Herrera
- 12) Corrido de Monchis
- 13) Hartate Mugroso
- 14) La Carera

En Vivo Desde La Cantina de Mi Barrio

- 1) Mi Ultimo Deseo
- 2) La Peda
- 3) Paloma En Su Nido
- 4) El Morralito
- 5) Me Llaman Lineas de A Metro
- 6) Naci Con Suerte de Rey
- 7) El Tequilero
- 8) El Clavo
- 9) El Jabali
- 10) Con Una Copa En Mi Mano
- 11) La Cantina de Mi Barrio
- 12) El Carlichi
- 13) Vida Prestada
- 14) Fuiste Todo Para Mi
- 15) Eladio Mora

Nuestra Historia En Vivo

- 1) El Rey del Cristal
- 2) El Aguacatero
- 3) El Patas de Diablo
- 4) El Cara de Chango
- 5) La Raza de Michoacan
- 6) La Caspa del Diablo
- 7) La Troca del Moño Negro
- 8) Deje de Engordar Maranos
- 9) El Jardinero
- 10) El Grande de Michoacan
- 11) Rey de Reyes
- 12) Pacas de A Kilo
- 13) La Muerte de Manuelon
- 14) El Corrido del Charapo
- 15) Los Cuatro Amigos
- 16) El Numero Gratis

COPYRIGHT ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and a payment of \$1.00 effective as of March 22, 2022 (the "Effective Date"), the undersigned Domingo Torres Flores, an individual ("Assignor"), hereby irrevocably sells, assigns and transfers to and sets over to Hyphy Music, Inc., a California corporation ("Assignee"), in perpetuity, all of the following:

- (a) One hundred percent (100%) of all of Assignor's undivided right, title and interest in and to all audio-only and audiovisual master recordings, sound recordings and phonorecords embodying the musical performances of the musical group Los Originales De San Juan (individually and collectively, "Artist") (whether alone or together with other recording artists) and set forth on Schedule A annexed hereto and by this reference made a part hereof, or any direct or indirect interests therein or other rights arising therefrom, including without limitation all rights under United States federal or state copyright or foreign copyright and all renewals, extensions, continuations, restorations, revivals and reversions thereof (whether vested, contingent or inchoate, whether registered or unregistered and whether such renewals, extensions, continuations, restorations, revivals and reversions are now in existence or come into existence for any reason, including without limitation as a result of future legislation or the interpretation thereof) in all countries of the world or otherwise throughout the universe, as well as all United States or foreign applications for copyright registration and all causes of action and defenses, including without limitation those for infringement, arising from the date of creation of the work subject to such copyright, whether now known or unknown to Assignor or Assignee in all events, respecting which Assignor owns or controls any right, title or interest anywhere in the world, whether resulting from sole or partial ownership of the copyrights therein, a contract granting a right to participate in the proceeds of exploitation thereof, or otherwise (the "Masters");
- (b) with respect to any one or more of the Masters, the right to distribute, license, exploit, or otherwise exercise, or to permit or authorize any other entity to distribute, license, exploit, or otherwise exercise, an undivided one hundred percent (100%) interest in and to Assignor's interest in the Masters (including the right to reproduce, publish, rent, lease, lend, publicly perform or publicly display the Masters, the right to create derivative works based thereon, and all other rights reserved to the legal or beneficial owner of the copyrights in the Masters under the United States Copyright Act, 17 U.S.C. § 101, et. seq., or the copyright laws of any other country in the world), in whole or in part, on behalf of the copyright owner thereof, and to collect an undivided one hundred percent (100%) of any and all earnings, income, revenues, remuneration, royalties, advances, fees, monies, advances, settlement amounts and any other sums or amounts of any kind or description derived in connection therewith in any territory of the world or universe;
- (c) the sole and exclusive right to collect an undivided one hundred percent (100%) of any and all royalties, fees, credits, earnings, income, revenues, remuneration, monies, advances, settlement amounts and any other sums or amounts of any kind or description payable by any entity from and after anywhere in the universe to Assignor with respect to Assignor's interest in the Masters, whether pursuant to the Master Agreements (as defined below) or otherwise in connection with the use or exploitation of the Masters (the "Master Royalties");
- (d) all of Assignor's rights under any and all contracts entered into by Assignor relating to the acquisition, ownership, use or exploitation of the Masters (the "Master Agreements"), including without limitation the sole and exclusive right to exercise any and all of Assignor's approval rights and audit rights thereunder throughout the universe in perpetuity;

(e) the sole and exclusive right to collect an undivided one hundred percent (100%) of any and all royalties, fees, credits, earnings, income, revenues, remuneration, monies, advances, settlement amounts and any other sums or amounts of any kind or description payable or becoming payable to Assignor by any neighboring rights or sound recording performing rights collection organization or society throughout the world or any other entity that licenses and collects income in respect of the public performance or broadcast of sound recordings in connection with the public performance of the Masters ("Neighboring Rights Organization"), including without limitation public performance by transmission, broadcast, digital broadcast, webcast, simulcast, satellite and cable transmission and retransmission and rental and lending communication, whether accorded pursuant to the laws and regulations currently in effect or hereinafter enacted in any country of the world or under any applicable agreement, including without limitation, the so-called "label share" and "artist share" of neighboring rights income from and after the Effective Date anywhere in the universe; and

(f) all of Assignor's rights under any and all contracts entered into by Assignor, on the one hand, and any Neighboring Rights Organization, on the other hand, including without limitation the sole and exclusive right to exercise any and all of Assignor's approval rights and audit rights thereunder throughout the universe in perpetuity.

If any provision of this instrument of transfer shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly, the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment the date first stated above.

ASSIGNOR:

By: Dominic Flores
An individual

ASSIGNEE:

By: Jeanne Martinez
An authorized signatory of Hyphy Music, Inc.

Schedule A

El Campesino

- 1) El Campesino
- 2) Solo Dios
- 3) El Arbol
- 4) El Paniqueado
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- 10) Miguel Fuentes
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- 12) Mis Hijos Son Mi Tesoro
- 13) Marili
- 14) Suplica De Un Padre

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- 1) El Carlichi
- 2) Sin Fortuna
- 3) El Fantasma
- 4) Javier Fernandez
- 5) El Original
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- 7) Amanda Varela
- 8) Cuando No Se Nace Rico
- 9) Mi Viejo
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- 3) El Buchon
- 4) El Puma de Tlazazalca
- 5) Custodio Alvarez
- 6) 2 Perros Malnacidos
- 7) Rolando Junior
- 8) Javier Guerrero
- 9) Hugo S. Salazar
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- 13) Hartate Mugroso
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- 2) La Peda
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- 4) El Morralito
- 5) Me Llaman Lineas de A Metro
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- 9) El Jabali
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- 15) Eladio Mora

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- 2) El Aguacatero
- 3) El Patas de Diablo
- 4) El Cara de Chango
- 5) La Raza de Michoacan
- 6) La Caspa del Diablo
- 7) La Troca del Moño Negro
- 8) Deje de Engordar Maranos
- 9) El Jardinero
- 10) El Grande de Michoacan
- 11) Rey de Reyes
- 12) Pacas de A Kilo
- 13) La Muerte de Manuelon
- 14) El Corrido del Charapo
- 15) Los Cuatro Amigos
- 16) El Numero Gratis

EXHIBIT “B”

google.com

SOUNDEXCHANGE

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 758381471420 × Lookup

14 Recording Results Clear

Add all to cart ◀ Previous 1 of 2 Next ▶ Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales De San Juan	Suplica de un Padre		2016	2:42	QM6DC1999029	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	En una Cajita de Oro		2016	3:25	QM6DC1999026	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	El Arbol		2016	3:09	QM6DC1999018	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	Chicano Jalicience		2016	3:05	QM6DC1999024	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	El Campesino		2016	3:47	QM6DC1999016	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	Mis Hijos Son Mi Tesoro		2016	3:35	QM6DC1999027	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	Marili		2016	3:35	QM6DC1999028	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420
+ Los Originales De San Juan	Miguel Fuentes		2016	3:21	QM6DC1999025	El Campesino	JC	2016-05-31	Los Originales De San Juan	758381471420

HYPHY000178

google.com

SOUNDEXCHANGE

SoundExchange ISRC Search
global sound recording database

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 190374798310 × Lookup

14 Recording Results Clear

Add all to cart < Previous 1 of 2 Next > Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales de San Juan	En una Cajita de Oro		2016	3:25	QMFMF1523488	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	Marili		2016	3:35	QMFMF1523490	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	Miguel Fuentes		2016	3:21	QMFMF1523487	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	El Arbol		2016	3:09	QMFMF1523480	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	Solo Dios		2016	4:07	QMFMF1523479	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	El Campesino		2016	3:47	QMFMF1523478	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	Suplica de un Padre		2016	2:42	QMFMF1523491	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310
+ Los Originales de San Juan	Dinero Manchado		2016	3:54	QMFMF1523482	El Campesino	Hyphy Music	2016-05-31	Los Originales De San Juan	190374798310

HYPHY000179

Los Originales De San Juan
El Campesino
190374798310

Project

El Campesino
Digital • Full Length
● COMPLETE

+ NEW PRODUCT

Product Overview

GOTO: ACCOUNTING INSIGHTS DELIVERY REPORT CREATE AD CAMPAIGN

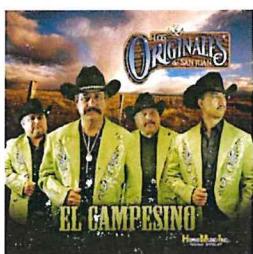
Basics

UPC * 190374798310 **PRODUCT CODE** - **PRODUCT NAME *** El Campesino **PRODUCT VERSION** -
META LANGUAGE * Spanish; Castilian **PRIMARY ARTIST *** Los Originales De San Juan **FEATURING ARTIST(S)** - **DISPLAY FEATURING AS PRIMARY** -
REMIXER - **PRODUCER** - **GENRE *** Latin Music **SUBGENRE *** Ranchero
FORMAT * Full Length **IMPRINT *** Hyphy Music **(C) LINE *** 2016 Hyphy Music

Internal Notes

PRODUCT VERSION NOTES SPECIAL INSTRUCTIONS

Artwork **EDIT**



Promo Player

Provide early access to your tracklist via a secure audio player link.

ENABLE PLAYER

NOT ENABLED

Tracks **EDIT**

TRACK NAME	PRIMARY ARTIST(S)	ISRC	LENGTH
1 El Campesino	Los Originales de San Juan	QMFMF1523478	► 03:47
2 Solo Dios	Los Originales de San Juan	QMFMF1523479	► 04:07
3 El Arbol	Los Originales de San Juan	QMFMF1523480	► 03:09
4 El Paniqueado	Los Originales de San Juan	QMFMF1523481	► 02:41
5 Dinero Manchado	Los Originales de San Juan	QMFMF1523482	► 03:54
6 Corrido del Cach	Los Originales de San Juan	QMFMF1523483	► 02:38
7 El Corrido de Camilo	Los Originales de San Juan	QMFMF1523484	► 02:43
8 El Martelito	Los Originales de San Juan	QMFMF1523485	► 03:12
9 Chicano Jaliciense	Los Originales de San Juan	QMFMF1523486	► 03:05
10 Miguel Fuentes	Los Originales de San Juan	QMFMF1523487	► 03:21
11 En una Cajita de Oro	Los Originales de San Juan	QMFMF1523488	► 03:25
12 Mis Hijos Son Mi Tesoro	Los Originales de San Juan	QMFMF1523489	► 03:35
13 Marili	Los Originales de San Juan	QMFMF1523490	► 03:35
14 Suplica de un Padre	Los Originales de San Juan	QMFMF1523491	► 02:42

HYPHY000180

google.com

SOUNDEXCHANGE

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 758381471406 Lookup

10 Recording Results Clear

Add all to cart Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales De San Juan	Sin Fortuna		2015	3:40	QM6DC1998992	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	El Original		2015	2:37	QM6DC1998995	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Javier Fernandez		2015	2:59	QM6DC1998994	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Amanda Varela		2015	5:06	QM6DC1998997	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Cuando Se Nace Rico		2015	3:44	QM6DC1998998	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Manuel Gonzalez		2015	3:22	QM6DC1998996	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Tan Solo Penas		2015	2:36	QM6DC1999000	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406
+ Los Originales De San Juan	Mi Viejo		2015	4:58	QM6DC1998999	Corridos de Poca M	JC	2015-02-24	Los Originales De San Juan	758381471406

HYPHY000181

google.com

SOUNDEXCHANGE

SoundExchange ISRC Search
global sound recording database

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 889176663055 × Lookup

10 Recording Results Clear

Add all to cart Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales de San Juan	Cuando Se Nace Rico		2015	3:44	QM6N21494906	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	Sin Fortuna		2015	3:40	QM6N21494900	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	Javier Fernandez		2015	2:59	QM6N21494902	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	Amanda Varela		2015	5:06	QM6N21494905	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	El Fantasma		2015	2:14	QM6N21494901	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	Manuel Gonzalez		2015	3:22	QM6N21494904	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	Tan Solo Penas		2015	2:36	QM6N21494908	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055
+ Los Originales de San Juan	El Original		2015	2:37	QM6N21494903	Corridos de Poca M	Hyphy Music	2015-02-24	Los Originales De San Juan	889176663055

HYPHY000182

Los Originales De San Juan
Corridos de Poca M
889176663055

Project

Corridos de Poca M
Digital • Full Length
● COMPLETE

+ NEW PRODUCT

Product Overview

GO TO: ACCOUNTING INSIGHTS DELIVERY REPORT CREATE AD CAMPAIGN

Basics

UPC* 889176663055 **PRODUCT CODE** - **PRODUCT NAME*** Corridos de Poca M **PRODUCT VERSION** -
META LANGUAGE* Spanish; Castilian **PRIMARY ARTIST(S)** Los Originales de San Juan **FEATURING ARTIST(S)** - **DISPLAY FEATURING AS PRIMARY**-
REMIXER - **PRODUCER** - **GENRE*** Latin Music **SUBGENRE*** Ranchero
FORMAT* Full Length **IMPRINT*** Hyphy Music **(C) LINE*** 2015 Hyphy Music

Internal Notes

PRODUCT VERSION NOTES SPECIAL INSTRUCTIONS

Artwork



NOT ENABLED

Provide early access to your tracklist via a secure audio player link.

ENABLE PLAYER

Tracks

TRACK NAME	PRIMARY ARTIST(S)	ISRC	LENGTH
1 El Carlichi	Los Originales de San Juan	QM6N21494899	► 02:49
2 Sin Fortuna	Los Originales de San Juan	QM6N21494900	► 03:40
3 El Fantasma	Los Originales de San Juan	QM6N21494901	► 02:14
4 Javier Fernandez	Los Originales de San Juan	QM6N21494902	► 02:59
5 El Original	Los Originales de San Juan	QM6N21494903	► 02:37
6 Manuel Gonzalez	Los Originales de San Juan	QM6N21494904	► 03:22
7 Amanda Varela	Los Originales de San Juan	QM6N21494905	► 05:06
8 Cuando Se Nace Rico	Los Originales de San Juan	QM6N21494906	► 03:44
9 Mi Viejo	Los Originales de San Juan	QM6N21494907	► 04:58
10 Tan Solo Penas	Los Originales de San Juan	QM6N21494908	► 02:36

Scheduling & Pricing

DATE INFO

RELEASE DATE * 2015-02-24 SALES DATE * 2015-02-24

HYPHY000183

google.com

SOUNDEXCHANGE

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 758381471413 Lookup

15 Recording Results Clear

Add all to cart < Previous 1 of 2 Next > Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales De San Juan	Fuiste Todo para Mi	En Vivo	2017	3:30	QM6DC1999014	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	La Vida Prestada	En Vivo	2017	3:23	QM6DC1999013	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	El Jabali	En Vivo	2017	3:16	QM6DC1999009	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	El Clavo	En Vivo	2017	3:49	QM6DC1999008	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	Naci Con Suerte de Rey	En Vivo	2017	3:00	QM6DC1999006	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	La Peda	En Vivo	2017	2:23	QM6DC1999002	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	Eliado Mora	En Vivo	2017	4:15	QM6DC1999015	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413
+ Los Originales De San Juan	Lineas de a Metro	En Vivo	2017	4:03	QM6DC1999005	Desde la Cantina de Mi Barrio (En Vivo)	JC	2017-03-24	Los Originales De San Juan	758381471413

HYPHY000184

google.com

SOUNDEXCHANGE

SEARCH ADVANCED LOOKUP BY CODE

ISRC Lookup 191018998417 Lookup

15 Recording Results Clear

Add all to cart < Previous 1 of 2 Next > Recordings Per Page: 10 Hide Releases

Artist	Title	Version	Year	Duration	ISRC	Release	Release Label	Release Date	Release Artist	UPC
+ Los Originales De San Juan	Lineas de a Metro	En Vivo	2017	4:03	QM4TX1752257	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	El Carliche	En Vivo	2017	3:08	QM4TX1752264	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	Eliado Mora	En Vivo	2017	4:15	QM4TX1752267	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	La Peda	En Vivo	2017	2:23	QM4TX1752254	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	El Clavo	En Vivo	2017	3:49	QM4TX1752260	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	Paloma en Su Nido	En Vivo	2017	2:55	QM4TX1752255	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	El Morralito	En Vivo	2017	2:55	QM4TX1752256	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417
+ Los Originales De San Juan	Fuiste Todo para Mi	En Vivo	2017	3:30	QM4TX1752266	Desde la Cantina de Mi Barrio	Hyphy Music	2017-03-24	Los Originales De San Juan	191018998417

HYPHY000185

Los Originales De San Juan

Desde la Cantina de Mi Barrio

191018998417

Project

From the dropdown: Desde la Cantina de Mi Barrio
Digital - Full Length
● COMPLETE

Product Overview

GOTO: ACCOUNTING INSIGHTS DELIVERY REPORT CREATE AD CAMPAIGN

Basics

UPC* 191018998417 PRODUCT CODE - PRODUCT NAME* Desde la Cantina de Mi Barrio PRODUCT VERSION -

META LANGUAGE* Spanish; Castilian PRIMARY ARTIST* Los Originales De San Juan FEATURING ARTIST(S) - DISPLAY FEATURING AS PRIMARY

REMIXER - PRODUCER - GENRE* Latin Music SUBGENRE* Ranchero

FORMAT* Full Length IMPRINT* Hyphy Music (C) LINE* 2017 Hyphy Music

Internal Notes

PRODUCT VERSION NOTES - SPECIAL INSTRUCTIONS -

Artwork EDIT

Promo Player

Provide early access to your tracklist via a secure audio player link.

ENABLE PLAYER

NOT ENABLED

Tracks EDIT

TRACK NAME	PRIMARY ARTIST(S)	ISRC	LENGTH
1 Mi Ultimo Deseo (En Vivo)	Los Originales De San Juan	QM4TX1752253	► 03:19
2 La Peda (En Vivo)	Los Originales De San Juan	QM4TX1752254	► 02:24
3 Paloma en Su Nido (En Vivo)	Los Originales De San Juan	QM4TX1752255	► 02:55
4 El Morralito (En Vivo)	Los Originales De San Juan	QM4TX1752256	► 02:55
5 Lineas de a Metro (En Vivo)	Los Originales De San Juan	QM4TX1752257	► 04:03
6 Naci Con Suerte de Rey (En Vivo)	Los Originales De San Juan	QM4TX1752258	► 03:00
7 El Tequilero (En Vivo)	Los Originales De San Juan	QM4TX1752259	► 03:05
8 El Clavo (En Vivo)	Los Originales De San Juan	QM4TX1752260	► 03:49
9 El Jabali (En Vivo)	Los Originales De San Juan	QM4TX1752261	► 03:17
10 Con una Copa en Mi Mano (En Vivo)	Los Originales De San Juan	QM4TX1752262	► 02:56
11 La Cantina de Mi Barrio (En Vivo)	Los Originales De San Juan	QM4TX1752263	► 03:18
12 El Carliche (En Vivo)	Los Originales De San Juan	QM4TX1752264	► 03:08
13 La Vida Prestada (En Vivo)	Los Originales De San Juan	QM4TX1752265	► 03:03

HYPHY000186

EXHIBIT “C”

pplication Title: Los Originales de San Juan - En Vivo Desde La Cantina De Mi
Bario" Album Artwork.

title: Los Originales de San Juan - En Vivo Desde La Cantina De Mi
Bario" Album Artwork.

escription: Electronic file (eService)

opyright Claimant:
Hyphy Music, Inc.

ate of Creation: 2017

ate of Publication:
2017-03-24

ation of First Publication:
United States

uthorship on Application:
Hyphy Music, Inc., employer for hire; Domicile: United
States. Authorship: photograph, 2-D artwork.

re-existing Material:
2-D artwork, 2-D Artwork is Band Logo.

asis of Claim: photograph, 2-D artwork.

ights and Permissions:
Hyphy Music, Inc., cj@hyphymusicinc.com

opyright Note: C.O. correspondence.

ames: Hyphy Music, Inc.

=====

pplication Title: Los Originales de San Juan - El Campesino (Album Cover)

title: Los Originales de San Juan - El Campesino (Album Cover)

escription: Electronic file (eService)

opyright Claimant:
Hyphy Music, Inc.

ate of Creation: 2016

ate of Publication:
2016-05-31

ation of First Publication:
United States

uthorship on Application:
Hyphy Music, Inc., employer for hire; Domicile: United
States. Authorship: photograph, 2-D artwork.

re-existing Material:
2-D artwork, 2-D Artwork is Band Logo.

asis of Claim: photograph, 2-D artwork.

ights and Permissions:
Hyphy Music, Inc., cj@hyphymusicinc.com

opyright Note: C.O. correspondence.

ames: Hyphy Music, Inc.

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Case 1:20-cv-00988-JLT-BAM Document 87-1 Filed 08/15/23 Page 31 of 39
egistration Number / Date:
VA0002204354 / 2020-05-03

pplication Title: "Los Originales de San Juan - Corridos de Poca M..." Album
Cover.

title: "Los Originales de San Juan - Corridos de Poca M..." Album
Cover.

escription: Electronic file (eService)

opyright Claimant:
Hyphy Music, Inc.

ate of Creation: 2015

ate of Publication:
2015-02-24

ation of First Publication:
United States

uthorship on Application:
Hyphy Music, Inc., employer for hire; Domicile: United
States. Authorship: photograph, 2-D artwork.

re-existing Material:
2-D artwork, 2-D Artwork is Band Logo.

asis of Claim: photograph, 2-D artwork.

ights and Permissions:
Hyphy Music, Inc., cj@hyphymusicinc.com

opyright Note: C.O. correspondence.

ames: Hyphy Music, Inc.

=====

Case 1:20-cv-00988-JLT-BAM Document 87-1 Filed 08/15/23 Page 32 of 39
egistration Number / Date:
VA0002204356 / 2020-05-04

pplication Title: Los Originales de San Juan - Amigos y Contrarios (Album
Cover)

title: Los Originales de San Juan - Amigos y Contrarios (Album
Cover)

escription: Electronic file (eService)

opyright Claimant:
Hyphy Music, Inc.

ate of Creation: 2013

ate of Publication:
2013-02-21

ation of First Publication:
United States

uthorship on Application:
Hyphy Music, Inc., employer for hire; Domicile: United
States. Authorship: photograph, 2-D artwork.

re-existing Material:
2-D artwork, 2-D Artwork is Band Logo.

asis of Claim: photograph, 2-D artwork.

ights and Permissions:
Hyphy Music, Inc., cj@hyphymusicinc.com

opyright Note: C.O. correspondence.

ames: Hyphy Music, Inc.

=====

pplication Title: Chuy Chavez - Naci Con Suerte de Rey (Album Cover)

title: Chuy Chavez - Naci Con Suerte de Rey (Album Cover)

escription: Electronic file (eService)

opyright Claimant:
Hyphy Music, Inc.

ate of Creation: 2013

ate of Publication:
2013-12-31

ation of First Publication:
United States

uthorship on Application:
Hyphy Music, Inc., employer for hire; Domicile: United States. Authorship: 2-D artwork.

re-existing Material:
photographs.

asis of Claim: 2-D artwork.

ights and Permissions:
Hyphy Music, Inc., cj@hyphymusicinc.com

opyright Note: C.O. correspondence.

ames: Hyphy Music, Inc.

=====

Registration #: *-APPLICATION-*
Service Request #: 1-9021984851

Mail Certificate

Hyphy Music, Inc.
C.J. Ramirez
2727 N. Grove Industrial Drive, #155
Fresno, CA 93727 United States

Priority: Special Handling **Application Date:** July 31, 2020

Correspondent

Organization Name: Hyphy Music, Inc.
Name: C.J. Ramirez
Email: cj@hyphymusicinc.com
Address: 2727 N. Grove Industrial Drive, #155
Fresno, CA 93727 United States

Registration Number
-APPLICATION-

Title _____

Title of Work: Los Originales de San Juan - Nuestra Historia En Vivo (Album Cover)

Completion/Publication _____

Year of Completion: 2017
Date of 1st Publication: March 31, 2017
Nation of 1st Publication: United States

Author _____

- **Author:** Hyphy Music, Inc.
- Author Created:** photograph, 2-D artwork
- Work made for hire:** Yes
- Domiciled in:** United States

Copyright Claimant _____

Copyright Claimant: Hyphy Music, Inc.
2727 N. Grove Industrial Dr., #155, Fresno, CA, 93727, United States

Limitation of copyright claim _____

Material excluded from this claim: Hyphy Music does not own the "Los Originales de San Juan" logo

New material included in claim: photograph, 2-D artwork, Album Cover Design

Rights and Permissions _____

Email: cj@hyphymusicinc.com

Certification _____

Name: C.J. Ramirez
Date: July 31, 2020



HYPHY000045



HYPHY000033

